

AG Contract No.: KR06-0671TRN  
ADOT ECS File No.: JPA 06-018-I  
TRACS: H6083 01C  
Project No.: S 079-A-502  
Section: SR 79 & Cactus Forest Road  
Budget Source Item No.: 73306  
District Minor Funds

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY

THIS AGREEMENT is entered into this date as of November 8th 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COUNTY OF PINAL, acting by and through its BOARD OF SUPERVISORS, (the "County").

### I. RECITALS

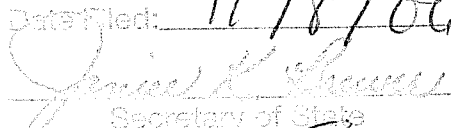

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 and Arizona Revised Statutes Section 28-6701 to lay out, maintain, control and manage public works within the County and to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. An Intersection Assessment Study has determined the need to construct roadway improvements and left turn lanes on State Route 79 and Cactus Forest Road, hereinafter referred to as "Project".

4. The County shall reimburse the State for the County's share of the right-of-way acquisition costs, along Cactus Forest Road, which are \$75,441.00. The County shall reimburse the State for all actual costs of roadway improvements and the left turn lanes on Cactus Forest Road currently estimated at \$510,000.00, as defined in the attached Exhibit "A".

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 28530A  
Filed with the Secretary of State  
Date Filed: 11/18/06  
  
Secretary of State  




## **II. SCOPE OF WORK**

### **1. The State Shall:**

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit design plans to the County Engineer or the County Engineer's designee for review and comments as appropriate

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s).

c. Upon approval by resolution of the State's Transportation Board and completion of the Project, the State shall abandon ownership jurisdiction of Cactus Forest Road to the County as shown on ADOT's right-of-way plans. Upon completion of the Project the State shall maintain roadway improvements within the State's right-of-way and the County shall maintain roadway improvements within the County's right-of-way.

d. Upon completion of the Project, perform the final inspection and notify the County in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

e. On July 1, 2007 (FY 08) or thereafter, the State shall invoice the County for the roadway and left turn project costs, on Cactus Forest Road, currently estimated at \$510,000.00, as defined in the attached Exhibit "A". Once the Project costs have been finalized the State shall either invoice or reimburse the County for the difference between the estimated and actual costs for Cactus Forest Road.

f. Upon execution of this Agreement, the State shall invoice the County for the County's share of the right-of-way acquisition costs, along Cactus Forest Road, which are \$75,441.00.

### **2. The County Shall:**

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Waive the requirements of the Arizona Revised Statutes 28-7209.

c. Upon approval by resolution of the Transportation Board, and completion of the Project, accept ownership jurisdiction of Cactus Forest Road as shown on ADOT's right-of-way plans. Upon completion of the Project the County shall maintain roadway improvements within the County's right-of-way and the State shall maintain roadway improvements within the State's right-of-way.

d. Pursuant to Section II. 1.e. under Scope of Work of this Agreement remit to the State within sixty (60) days from receipt of invoice from the State, the estimated cost of \$510,000.00, as defined in the attached Exhibit "A" for roadway and left turn lane Project costs on Cactus Forest Road. Once the Project costs have been finalized, the State, will either invoice or reimburse the County for the difference between the estimated and actual costs.



e. Pursuant to Section II. 1.f. under Scope of Work for this Agreement remit to the State within thirty (30) days from receipt of invoice from the State, the County's share of the right-of-way acquisition costs, along Cactus Forest Road, which are \$75,441.00.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements, provided herein. This Agreement may be cancelled at any time prior to the award of the construction contract, upon a thirty-day (30) written notice to either party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Sections 38-511.

4. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Sections 12-1518

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007 FAX (602) 712-7424

Pinal County  
County Manager  
P.O. Box 827  
Florence, AZ 85232

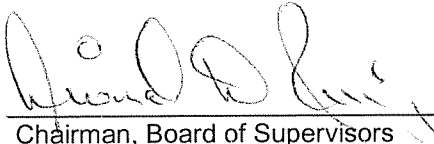
9. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

10. In this Agreement when a party is given the opportunity to comment on design plans or specifications, these comments shall be provided to the other party in writing and shall be made in a timely manner.



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**PINAL COUNTY**

By   
Chairman, Board of Supervisors

**STATE OF ARIZONA**

Department of Transportation

By   
DOUGLAS A. FORSTIE, P.E.,  
Deputy State Engineer, Operations

**ATTEST**

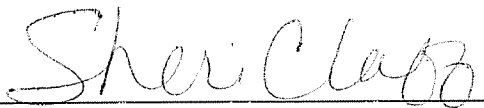
By   
SHERI CLUFF  
Deputy Clerk of the Board 10-18-06





EXHIBIT "A"  
SUMMARY OF IGA COSTS

PROJECT: SR 79 and Cactus Forest Road

Date: 8-Aug-06

SR 79 AND CACTUS FOREST ROAD  
DESCRIPTION AND COST OF PAY ITEMS FOR PINAL COUNTY

ITEM	COST			DESCRIPTION
	DESIGN (8%)	CONSTRUCTION	TOTAL	
1 CACTUS FOREST ROAD PAVING	\$37,757.00	\$471,965.00	\$509,722.00	Cross road construction requested by Pinal County
PINAL COUNTY TOTAL			<u>\$509,722.00</u>	
		Say	\$510,000.00	

NOTE: This includes construction surveying and layout, mobilization, and construction engineering and administration.



PROJECT NO. S 079-A-502  
 TRACS NO. H 6083 01 C  
 SR 79 & CACTUS FOREST ROAD

SHEET: 2 OF 5  
 DATE: 8-Aug-06

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	2020014 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (	L.SUM	1	\$8,000.00	\$8,000.00
2	2020201 SAW CUTTING	L.FT.	3.155	\$2.50	\$7,887.50
3	2030301 ROADWAY EXCAVATION	CU.YD.	3.090	\$16.00	\$49,440.00
4	2030401 DRAINAGE EXCAVATION	CU.YD.	300	\$42.00	\$12,600.00
5	3030022 AGGREGATE BASE, CLASS 2	CU.YD.	712	\$48.00	\$34,176.00
6	4090003 ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	816	\$133.00	\$108,528.00
7	4110001 ASPHALTIC CONCRETE FRICTION COURSE (MISC.)	TON	371	\$136.00	\$50,456.00
8	5010211 PIPE, CORRUGATED METAL, 42" X 29"	L.FT.	100	\$110.00	\$11,000.00
9	6070038 SLIP BASE (	EACH	6	\$188.00	\$1,128.00
10	6070054 SIGN POST (PERFORATED) (2 S)	L.FT.	63	\$11.00	\$693.00
11	6070055 SIGN POST (PERFORATED) (2 1/2 S)	L.FT.	66	\$12.00	\$792.00
12	6070057 SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	13	\$23.50	\$305.50
13	6070060 FOUNDATION FOR SIGN POST (CONCRETE)	EACH	10	\$140.00	\$1,400.00
14	6080003 REGULATORY, WARN. OR MARKER SIGN PANEL W/TYP III/IV SHEET	SQ.FT.	22	\$20.00	\$440.00
15	6080023 FLAT SHEET ALUM WDIR-APP OR SLK SCRN CHAR. TYP III/IV SHEET	SQ.FT.	22	\$34.00	\$748.00
16	6080050 SIGN PANEL (	SQ.FT.	12	\$30.00	\$360.00
17	7016030 BARRICADE (TYPE II, VERT. PANEL, TUBULAR MARKER)	EACH-DAY	4.000	\$0.50	\$2,000.00

Estimate SR79.xls



PROJECT NO. S 079-A-502  
 TRACS NO. H 6083 01 C  
 SR 79 & CACTUS FOREST ROAD

SHEET: 3 OF 5  
 DATE: 8-Aug-06

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	7016031 BARRICADE (TYPE III, HIGH LEVEL FLAG TREES)	EACH-DAY	30	\$1.00	\$30.00
2	7016033 PORTABLE SIGN STANDS (SPRING TYPE)	EACH-DAY	800	\$1.50	\$1,200.00
3	7016035 WARNING LIGHTS (TYPE A)	EACH-DAY	1,000	\$0.35	\$350.00
4	7016037 WARNING LIGHTS (TYPE C)	EACH-DAY	4,000	\$0.50	\$2,000.00
5	7016038 TRAFFIC CONE (28 INCHES)	EACH-DAY	1,000	\$0.50	\$500.00
6	7016039 EMBEDDED SIGN POST	EACH-DAY	2,000	\$0.10	\$200.00
7	7016051 TEMPORARY SIGN (LESS THAN 10 S.F.) (	EACH-DAY	140	\$1.00	\$140.00
8	7016052 TEMPORARY SIGN (10 S.F. OR MORE) (	EACH-DAY	1,300	\$1.25	\$1,625.00
9	7016067 CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	EACH-DAY	60	\$40.00	\$2,400.00
10	7016075 FLAGGING SERVICES (CIVILIAN)	HOURL	700	\$29.00	\$20,300.00
11	7016078 FLAGGING SERVICES (LOCAL LAW ENFORCEMENT)	HOURL	50	\$42.50	\$2,125.00
12	7030008 DELINEATOR (	EACH	10	\$50.00	\$500.00
13	7040003 PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.F.T.	7,000	\$0.34	\$2,380.00
14	7040004 PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.F.T.	7,000	\$0.34	\$2,380.00
15	7040072 PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.F.T.	240	\$1.00	\$240.00
16	7040073 PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	2	\$125.00	\$250.00
17	7040074 PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4	\$125.00	\$500.00

Estimate SR79.xls



PROJECT NO. S 079-A-502  
 TRACS NO. H 6083 01 C  
 SR 79 & CACTUS FOREST ROAD

SHEET: 4 OF 5  
 DATE: 8-Aug-06

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	PAVEMENT MARKER, RAISED, TYPE D	EACH	30	\$5.00	\$150.00
2	PAVEMENT MARKER, RAISED, TYPE G	EACH	10	\$5.00	\$50.00
3	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	6,000	\$0.20	\$1,200.00
4	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	4,000	\$0.20	\$800.00
5	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	EACH	4	\$63.00	\$252.00
6	SEEDING (CLASS II)	ACRE	1	\$4,200.00	\$4,200.00
7	MOBILIZATION	L.SUM	1	\$35,000.00	\$35,000.00
8	WOVEN WIRE FENCE, TYPE 4	L.FT.	310	\$12.00	\$3,720.00
9	CONCRETE CURB (C-05.10) (TYPE G)	L.FT.	100	\$20.00	\$2,000.00
10	CONCRETE CURB END	EACH	1	\$80.00	\$80.00
11	CONCRETE (	SQ.FT.	177	\$4.00	\$708.00
12	RIPRAP (DUMPED) (	CU.YD.	34	\$105.00	\$3,570.00
13	WALL (	SQ.FT.	100	\$25.00	\$2,500.00
14	CONTRACTOR QUALITY CONTROL	L.SUM	1	\$4,000.00	\$4,000.00
15	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1	\$8,000.00	\$8,000.00
16	CONSTRUCTION SUBTOTAL				\$393,304.00
17					

Estimate SR79.xls

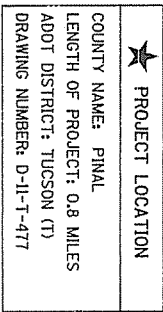


PROJECT NO. S 079-A-502  
TRACS NO. H 6083 01 C  
SR 79 & CACTUS FOREST ROAD

SHEET: 5 OF 5  
DATE: 8-Aug-06

	Item Description	Unit	Quantity	Unit Price	Amount
1	CONSTRUCTION ENGINEERING (15%)				\$58,995.60
2	DPS FLAGGING	HR	0	\$42.50	\$0.00
3					
4	CONSTRUCTION TOTAL				\$452,299.60
5					
6	CONTRACT CONTINGENCIES(5%)				\$19,665.20
7					
8	PROJECT TOTAL				\$471,964.80
9					
10					
11					
12					
13					
14					
15					
16					
17					





**ARIZONA DEPARTMENT  
OF  
TRANSPORTATION  
INTERMODAL  
TRANSPORTATION  
DIVISION**

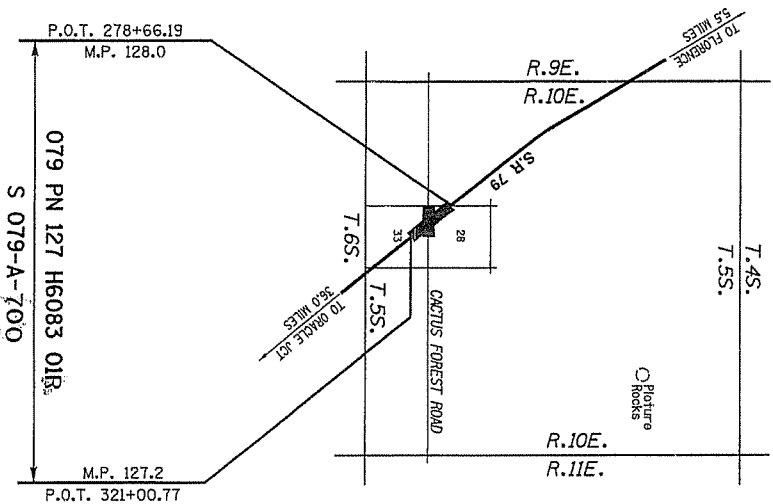


★ PROJECT LOCATION

COUNTY NAME: PINAL  
LENGTH OF PROJECT: 0.8 MILES  
ADOT DISTRICT: TUCSON (T)  
DRAWING NUMBER: D-11-T-477

## SHEET INDEX

COVER SHEET	1
STANDARD ABBREVIATIONS & SYMBOLS	S-1
OWNERSHIP RECORD SHEET	ORS-1
VICINITY MAP SHEET	VM-1
PLAN SHEET	P-1 TO P-4
RESULTS OF SURVEY	RS-1 TO RS-2
TOTAL SHEETS	10



APPROVED IN ACCORDANCE WITH  
ARIZONA DEPARTMENT OF TRANSPORTATION BOARD  
RESOLUTION 2003-06-A-031 DATED 6-20-2003  
RESOLUTION 2003-11-A-070 DATED 11-19-2003

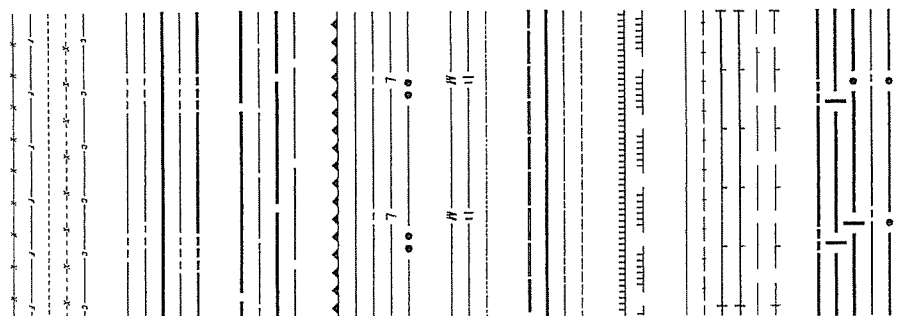


Professional Land  
Surveyor AT No. 1981  
Digitally signed by Jim  
Crumb  
Date: 2004.05.12  
09:42:09 -0700  
ELECTRONIC SEAL  
Digitally signed per  
A.R.S. 41-112



Acres	A	Ac.	Decease	D	*	Parcel	Par.
Ahead		And.	Department		Dept.	Parkey	Par.
And Husband		et Vir	Docket		Dkt.	Place	Pkwy.
And Others		et ux	Drainage Easement		DE	Ponding Easement	Pl.
And Wife		Approx.	Drive	E	Dr.	Public Utility Easement	PE
Approximate		Ave.					PUE
Avenue			Easement		Esmt.	Quit Claim Deed	Q.C.D.
	B		East		E.		R
Back		Bk.	Electrical		Elec.	Railroad	R.R.
Boulevard		Bk.	Equation		Equa.	Range	R.
Brass Cap		Bld.	Existing		Exst.	Record	(R)
Bureau of Indian Affairs		B.L.	Federal	F	Fed.	Right	Rt.
Bureau of Land Management		B.L.M.	Feet		'	Right of Way	R/W
Bureau of Reclamation		B.O.R.	Flowage Easement		FE	Road	Rd.
Calculated	C		Found		Fd.		S
Center	(C)	Chr.	Highway	H	Hwy.	Seconds	*
Centerline	€	Constr.	Highway Easement Deed		HED	Section	Sec.
Construction		Constr.	Homestead Entry Survey	I	HES	Sheet	Sht.
Corner	Co.	Co.	Inch		In. or *	Slope Easement	S.E.
County			Irrigation	J	Irr.	South	S.
Curve Information			Junction	L	Jct.	Special Warranty Deed	S.W.D.
Curve to Spiral	C.S.					Square Feet	Sq. Ft.
Degrees of Curve	D					Station	Sta.
Delta	Δ					Street	St.
Length of Curve	L		Lane		Ln.	Subdivision	Subd.
Point of Compound Curve	P.C.C.		Left		Lt.		T
Point of Curvature	P.C.		Local Tangent Bearing	M	L.T.B.	Telegraph	Tlg.
Point of Intersection	P.I.		Measured		(M)	Telephone	Tel.
Point of Reverses Curve	P.R.C.		Male Post		M.P.	Township	T
Point of Reverse Spiral	P.R.S.		Mineral Survey		M.S.	Temporary	Temp.
Point of Tangent	P.T.		Minutes		'	Temporary Construction	T.CE
Point on Curve	P.O.C.		Miscellaneous		Misc.	Easement	
Point on Tangent	P.O.T.		Monument	N	Mon.	Traffic Interchange	T.I.
Point on Semi-Tangent	P.O.T.					United States General	U.S.G.L.O.
Radius	R		North		N.	Land Office	
Spiral to Curve	S.C.		Not to Scale		N.T.S.		W
Spiral to Tangent	S.T.		Number	P	No.	West	W.
Tangent Length	T					Warranty Deed	W.D.
Tangent to Spiral	T.S.		Page		Pg.		

Topographic Features  
Cut Slope Limit Line  
Exist. Fence Line  
Exist. Topo Line  
Fill Slope Limit Line  
New Fence Line

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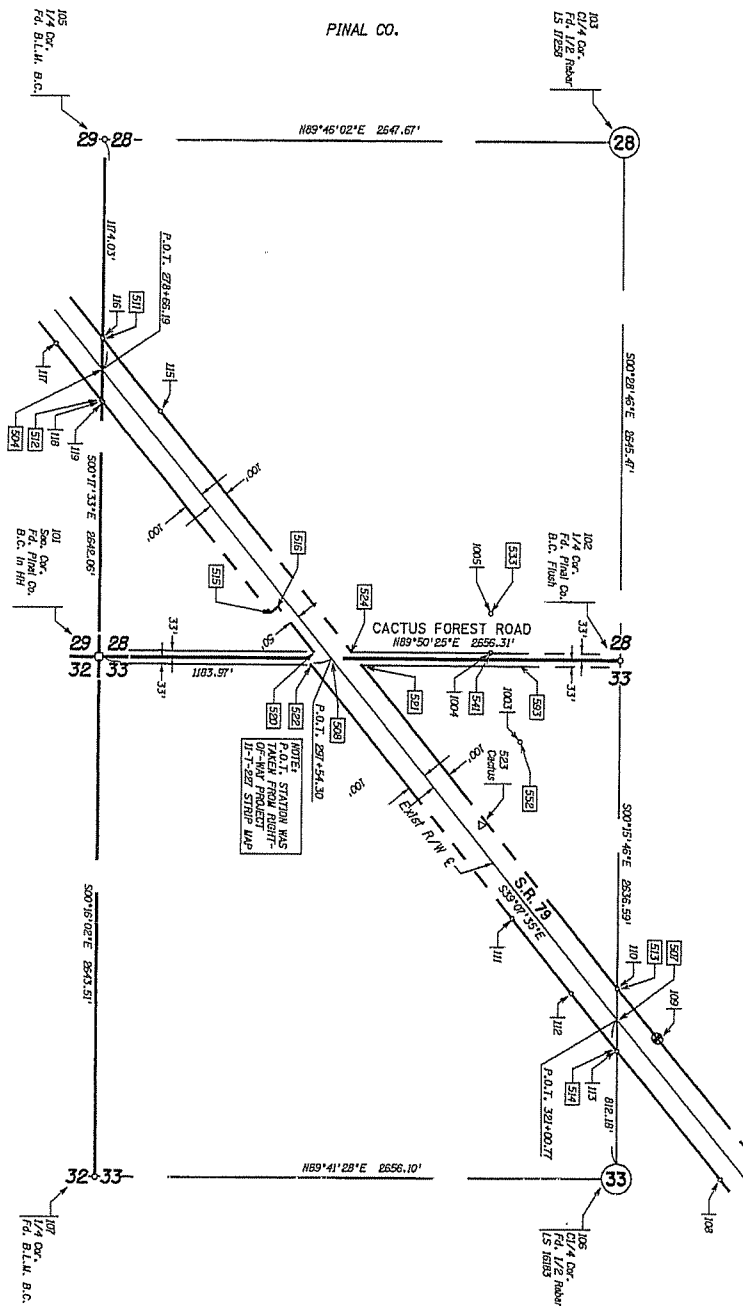






N  
T.5S. R.10E.

PINAL CO.

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0 150 300  
Scale



## RESULTS OF SURVEY

## GENERAL NOTES

TWO NGS CONTROL STATIONS & TWO P & M POINTS WERE USED TO ESTABLISH THE CONTROL BASELINE FOR THIS SURVEY AND THEY ARE AS FOLLOWS:

Grid Coordinates N 712036.34514 E 879660.82021

VAH K1 NAD 83(1992) 32°58'42.70047"(N) 111°21'11.08017"(W)  
Grid Coordinates N 720181.95210 E 872824.88189

25009 P & N Grid Coordinates N 712882.94280 E 880355.60265  
25015 P & N Grid Coordinates N 712875.47847 E 877699.51251

THE FOLLOWING PARAMETERS WERE SET FOR THE BASIS OF THIS SURVEY:

ZONE: ARIZONA CENTRAL 0202  
 DATUM: NORTH AMERICAN 1983 (CONUS) EQUIVALENT TO WGS-84  
 GEOID MODEL: GEOID96 (CONTINENTAL US)

UNITS = INTERNATIONAL FEET (1 FOOT = 0.3048 METERS EXACTLY)

NORTH AMERICAN DATUM OF 1983 WITH AUTOMATIC TRANSLATIONS MADE TO THE STATE PLANE GRID SYSTEM.

GPS CALIBRATION AND TRANSLATION TO THE SURFACE WAS PERFORMED BY GPS SURVEY SOFTWARE. A GRID ADJUSTMENT FACTOR OF 1.00003028 AND SCALE ORIGIN VALUES OF NO.000, EO.000 AS OBTAINED FROM ADOT WERE USED FOR THE TRANSLATION TO THE SURFACE.

ALL BEARINGS ARE GRID BEARINGS, DISTANCES ARE GROUND DISTANCES AND COORDINATES ARE GROUND COORDINATES.

MONUMENT VERIFICATION AND ACCEPTANCE:

THE MONUMENTATION SHOWN ON THIS "RESULTS OF SURVEY" WAS BASED ON AN OBSERVATION AND EVALUATION OF PHYSICAL CORROBORATING EVIDENCE IN THE FIELD, AND A REVIEW AND ANALYSIS OF EXISTING DRAWINGS, PLATS, AND NOTES READILY AVAILABLE AT THE TIME THE SURVEY WAS PREPARED.

## SECTION MONUMENTATION

Pt.	NORTHING	EASTING	DESCRIPTION
101	712935.48481	877778.68618	BC HH
102	712947.25087	880434.59187	BC FLUSH
103	715582.63178	880412.84609	REDA L S17258
105	715581.87130	877765.50216	REDA BC
106	710310.66679	880447.07316	BLM REAR
107	710296.35747	877791.00304	BLM BC

### NGS CONTROL POINTS

PT.	NORTHING	EASTING	DESCRIPTION
100	720246.97013	872903.60052	VAH-K1
523	712100.62778	879740.23599	CACTUS

### CALCULATED POINTS

Pt.	NORTHING	EASTING	DESCRIPTION
504	714407.86500	871711.18393	(C)
507	714412.88585	870634.42813	(C)
508	712263.14784	871863.65110	(C)
511	714563.31850	871770.38084	(C)
512	714546.39971	871770.30181	(C)
513	711282.28758	880045.61167	(C)
514	710863.49552	880046.07940	(C)
515	712310.95339	878664.33833	(C)
516	713302.50500	878664.28213	(C)
520	712976.89412	8718871.56075	(C)
521	712100.58076	871911.04888	(C)
522	712003.86333	871826.86190	(C)
524	712976.43175	873906.48301	(C)

EXISTING R/W LINE S.R. 287

EXISTING R/W LINE S.R. 287

PT.	LEFT SIDE		RIGHT SIDE		
	STATION	OFFSET	STATION	OFFSET	
511	271+11.97	100.00 L T	512	273+90.40	100.00 RT
554	287+92.74	100.00 L T	515	285+90.32	100.00 RT
551	298+17.63	100.00 L T	516	293+19.30	50.00 RT
513	100.00 L T		550	286+11.42	50.00 RT
			552	297+15.86	100.00 RT
			514	325+24.86	100.00 RT

EXIST R/W DOCUMENTATION

PT.	NORTHING	EASTING	DESCRIPTION	STATION	OFFSET
109	711030.46662	880646.93803	RR TEE	323+00.91	99.64 LT

## OTHER SURVEY MONUMENTATION

PT.	NORTHING	EASTING	DESCRIPTION	STATION	OFF-SET
108	710313.65662	880392.61543	1/2" REBAR	330+62.50	100.05 RT
110	711281.71857	880642.56828	3/4" PIPE	313+97.71	100.00 LT
111	711628.51764	879503.56027	1/2" REBAR	313+64.19	95.94 RT
112	712538.95544	880600.10384	1/2" REBAR	318+49.15	99.69 RT
113	713038.95544	880600.10384	1/2" REBAR	318+49.15	99.69 RT
114	714193.66800	878701.12182	1/2" REBAR	3262.44 LT	95.62 LT
115	714193.66800	878701.12182	1/2" REBAR	3262.44 LT	95.62 LT
116	714587.31436	877166.86234	1/2" REBAR	273+74.61	95.69 LT
117	714587.31436	877166.86234	1/2" REBAR	273+74.61	95.69 LT
118	714242.88249	877171.87403	1/2" REBAR	273+83.94	95.12 RT
119	714242.88249	877171.87403	1/2" REBAR	273+83.94	95.12 RT

## PROPERTY OWNERS

Pt.	MORNING	EASTING	DESCRIPTION
53	71317.8, 4056.2	87937.3, 0541.6	(C)
54	71327.0, 4109.8	87931.4, 0541.6	(C)
55	71329.5, 9910.0	87931.4, 0213.4	(C)
56	71329.5, 8446.2	87933.0, 0125.5	(C)
57	71329.2, 8446.2	87933.0, 0125.5	(C)
1003	71356.2, 0905.2	87938.2, 0787.7	(C)
1004	71328.7, 4027.3	87937.4, 0617.1	Weathered Cap
1005	71317.0, 4135.5	87917.1, 0556.5	5/8" Rober

### CHANGE ORDER REVISIONS

[illegible]



When recorded, return to:  
Clerk of the Board  
Pinal County Board of Supervisors  
P. O. Box 827  
Florence, AZ 85232

RESOLUTION NO. 101806-JPA

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL  
AGREEMENT JPA 06-018 WITH THE STATE OF ARIZONA, ACTING BY AND  
THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE  
OF DEFINING RESPONSIBILITIES FOR THE CONSTRUCTION OF  
INTERSECTION AND ROADWAY IMPROVEMENTS AT SR 79 AND CACTUS  
FOREST ROAD.**

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 06-018; and,

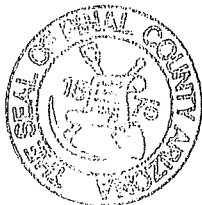
WHEREAS, the State of Arizona has determined the need for the State to construct turn lanes and roadway improvements at the intersection of SR 79 and Cactus Forest Road as the State's project; and,

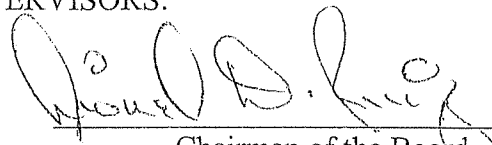
WHEREAS, as part of the State's project, the State has agreed to construct left turn lanes on Cactus Forest Road at the County's expense; and,

WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 06-018.

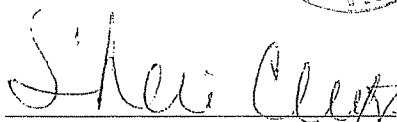
THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 06-018 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining responsibilities for the construction of intersection and roadway improvements at SR 79 and Cactus Forest Road.

PASSED AND ADOPTED this 18<sup>th</sup> day of October, 2006,  
by the PINAL COUNTY BOARD OF SUPERVISORS.



  
Chairman of the Board

ATTEST:

  
Deputy Clerk of the Board



ATTORNEY APPROVAL FORM

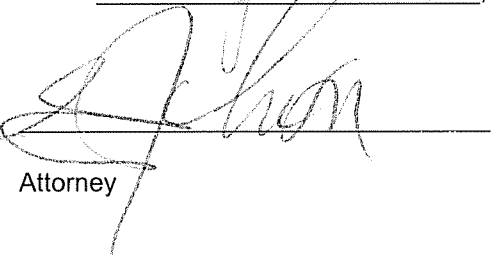
FOR PINAL COUNTY

INTERGOVERNMENTAL AGREEMENT DETERMINATION

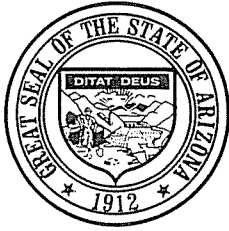
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and PINAL COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned PINAL Attorney who has determined that it is in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated Sept. 29, 2006

  
\_\_\_\_\_  
Attorney





Office of the Attorney General  
State of Arizona

Terry Goddard  
Attorney General

Civil Division  
Transportation Section  
Direct 602.542.8859

Susan Davis  
Assistant Attorney General

Direct: 602-542-8855  
Fax: 602-542-3646

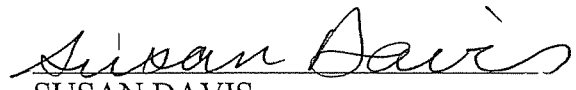
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR06-0671, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED November 2, 2006.

TERRY GODDARD  
Attorney General

  
SUSAN DAVIS  
Assistant Attorney General  
Transportation Section